



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: WSCA RENTAL VEHICLES - HERTZ			
Doc ID No: MA 758 1200000170 2		Proc Folder: 2226373	
Procurement Type: Special Authority Goods			
Effective Date: 2011-10-01		Expiration Date: 2012-10-18	
Administered By: Jane Stamper		Cited Authority: FAP111-08-00-08	
Telephone: 502-564-5945		Issued By: Jane Stamper	
V E N D O R	Hertz 1018 East New Circle Road Lexington KY 40505 US		
V E N D O R	The Hertz Corporation 6151 W. Century Blvd. Suite 600 Los Angeles CA 90045 US		
V E N D O R	CENTRAL AMERICAN AIRWAYS BOWMAN FIELD PO BOX 5396 LOUISVILLE KY 40205 US		
V E N D O R	LOUISVILLE EXECUTIVE AVIATION 2700 GAST BLVD LOUISVILLE KY 40205-0000 US		
V E N D O R	GLASER'S COLLISION CENTERS 3331 PRESTON HIGHWAY LOUISVILLE KY 40213 US		

V E N D O R	KY COLLISION CENTER INC 1095 KIM KENT DR. RICHMOND KY 40475 US
V E N D O R	AIRCRAFT SPECIALISTS INC CLARK CO AIRPORT 6005 PROPELLER LN SELLERSBURG IN 47172 US
V E N D O R	HADAWRECK BODY SHOP INC 1010 ALTON STATION ROAD LAWRENCEBURG KY 40342 US
V E N D O R	Hertz Local Edition 4165 Bardstown Rd Louisville KY 40218 US
V E N D O R	ETSCORN PROPERTY INC 3933 BARDSTOWN ROAD LOUISVILLE KY 40218 US
V E N D O R	Hertz CO. 4813 Dixie Hwy Louisville KY 40216 US
V E N D O R	Hertz HLE 1215 s hurstbourne parkway louisville KY 40222 US

V E N D O R	Hertz 3801 Nicholasville Rd Lexington KY 40503 US
V E N D O R	Hertz 1115 S Laurel Rd London KY 40744 US
V E N D O R	Hertz 1460 Cherry Blossom Way Georgetown KY 40324 US
V E N D O R	Hertz Rent A Car Hertz Rent A Car 6410 E Morgan Ave Evansville IN 47715 US
V E N D O R	Hertz Local Edition 5051 A Frederica St Owensboro KY 42301 US
V E N D O R	Hertz 1713 scottsville rd bowling green KY 42104 US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	WSCA RENTAL VEHICLES - HERTZ		0.00		0.00000	0.00	0.00

Extended Description

WSCA RENTAL VEHICLES - HERTZ

PLEASE REFER TO THE TERMS AND CONDITIONS FOR ADDITIONAL INFORMATION REGARDING THE TERMS, VEHICLES AVAILABLE, AND VEHICLE RENTAL RATES.

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KENTUCKY VEHICLE RENTAL MASTER AGREEMENT 758 1200000170 WITH HERTZ WHICH IS BASED ON THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) RENTAL VEHICLE PRICE AGREEMENT NO. 9949 WHICH WAS BASED ON THE STATE OF OREGON RFP # 102-1524-09.

WSCA Price Agreement Effective Date: 10/19/2009 Expires: 10/18/2012

WSCA CONTRACT ADMINISTRATOR:

MR. TIM HAY

STATE OF OREGON

Phone #: (503) 378-4650

Email: tim.hay@state.or.us

WSCA HERTZ CONTACT:

MR. G.R. 'ROCKY' MOBARAKI

Phone #: (703) 683-9266

Email: rmobaraki@hertz.com

KENTUCKY VENDOR CONTACT INFORMATION:

MR. LES WEST

ACCOUNT REPRESENTATIVE

HERTZ

1018 East New Circle Road

Lexington, KY. 40505

Phone #: (859) 552-9887

Faxgate #: (866) 222-3740

COMMONWEALTH CONTACT INFORMATION:

Jane Stamper, Purchasing Agent

Office of Procurement Services (OPS)

Finance and Administration Cabinet

Room 096 New Capitol Annex

702 Capital Avenue

Frankfort, KY 40601-3448

Phone #: (502) 564-6519

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Office Fax #: (502) 564-1434

E-mail: jane.stamper@ky.gov

Modification #1: The purpose of this Amendment is to adjust the daily rental rates by 3% and specify the PPI index for price from Amendment#7. Added Tax and Miscellaneous items.

TERMS AND CONDITIONS MASTER AGREEMENT

Section 1

Scope of Contract

This Master Agreement is for the Vendor to provide **KENTUCKY WITH RENTAL FLEET VEHICLES**. Additional Specification information as to the **KENTUCKY RENTAL FLEET VEHICLES** is available in **Section 8 - Specifications and Requirements**. This Master Agreement is based upon the Western States Contracting Alliance (WSCA) contract that was completed by the State of Oregon and Hertz. This Master Agreement is for rental of passenger cars, light duty pick-up trucks, sport utility vehicles, seven (7) passenger mini-vans, 12 passenger vans, cargo vans, and other vehicles, and related services. Cargo box truck rentals ARE NOT included in this Master Agreement contract.

Section 2

Purpose

The purpose of this Master Agreement (MA) is to request that the Vendor provides these items under Master Agreement to the Commonwealth of Kentucky. It also provides the minimum specifications and requirements for the purchase of the **KENTUCKY RENTAL FLEET VEHICLES** that meets the needs and desires of the Agency. This Master Agreement establishes essential criteria for the design, performance, capabilities, and appearance of the product or equipment.

Section 3

Initial Master Agreement Period

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The Office of Procurement Services (OPS) issues this Master Agreement (MA) for the State of Kentucky. This Master Agreement shall have the same expiration dates as the WSCA contract has, and have seven (7) one (1)-year renewal periods after the initial three (3)-year contract period. Initial dates of the WSCA contract are: Effective Date - October 19, 2009, and Expiration Date - October 18, 2012.

Section 4

Renewal Clause

This Master Agreement may be renewed at the completion of the initial Master Agreement contract period for seven (7) additional one (1) year periods. This renewal shall have the written approval of the Vendor and the Office of Procurement Services (OPS).

Section 5

Renewal Clause - Optional Renewal Period

As this Master Agreement provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any Terms and / or Conditions as may be necessary to meet the requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the Master Agreement in an extended period.

Section 6

Agency and Political Subdivision's Use of the Master Agreement

This Master Agreement shall be for use by the Commonwealth of Kentucky State Agencies. Under Kentucky Statutes, provisions are made to allow for use of this Master Agreement by all State Agencies, Local Governments (all Cities and Counties), local School Districts, and Universities.

Section 7

EEO Requirements (EEO Forms are **NOT REQUIRED AT THIS TIME**)

The EEO reporting process has been revised to address statutory revisions that took effect June 26, 2007 (reference House Bill (HB) 334.) The revisions include the following:

- 1) increased the \$250,000 contract exemption threshold to **\$500,000** (as such, only Master Agreements or Contracts valued at more than \$500,000 will be subject to contract compliance reviews).

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- 2) reduced EEO reporting requirements from twice to **once yearly**.
- 3) **eliminated** the requirement for Vendors to provide detailed information about **each employee** (specifically, the Employee Data Sheet will no longer be a required form).
- 4) clarified that the availability and utilization of female employees will also be used to determine compliance
- 5) clarified that the equal employment provisions may be met, in part, by subcontracting to firms owned by women
- 6) Vendor should continue to send copies of the EEO forms to the Finance and Administration Cabinet's (FAC) Office of EEO and Contract Compliance (EEO / CC) for review and approval. No award will become effective until all forms are satisfactorily submitted and EEO / CC has certified compliance.
- 7) The EEO forms, which must be referenced in Solicitations issued on or after June 26, 2007, are: EEO-1: Employer Information Report; Affidavit of Intent to Comply; and Sub-Vendor Report. **Further, the EEO forms and Bid package letter should be posted on the Web effective June 26, 2007.**
- 8) Updated Solicitation Language - Changes in EEO reporting requirements also affect the language currently included in Solicitations, etc. **This language must, at a minimum, advise Vendors of the following requirements: Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.**
- 9) Vendors / Vendors must submit the following documents in accordance with the requirements of the Solicitation - EEO-1: Employer Information Report, Affidavit of Intent to Comply and Sub-Vendor Report **OR a copy of the current Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.**
- 10) Vendors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following site: <https://eprocurement.ky.gov/attachments.htm>.
- 11) Vendors must advise each sub-Vendor with a subcontract of more than \$500,000 - of the sub-Vendor's obligation to comply with the Kentucky EEO Act. Further,

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Vendors are responsible for compiling EEO documentation from their sub-Vendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance (EEO/CC). (Note: contracts below the second tier are exempt from EEO reporting.)

12) Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. **Further, alternate versions of the required documents will not be accepted or processed.**

13) Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and / or documentation and to conduct on-site monitoring reviews of project sites and / or business facilities at any point for the duration of any Contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state that they are. Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

All questions regarding **the EEO forms or contract compliance issues** must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: Finance.ContractCompliance@ky.gov or via telephone at (502) 564-2874 or by fax at (502) 564-1055.

Section 8

Equipment Specifications and Requirements:

This Master Agreement is based upon the Western States Contracting Alliance (WSCA) contract that was completed by the State of Oregon and Hertz. This Master Agreement is for rental of passenger cars, light duty pick-up trucks, sport utility vehicles, seven (7) passenger mini-vans, 12 passenger vans, cargo vans, and other vehicles, and related services. Cargo box truck rentals ARE NOT included in this Master Agreement contract.

Key Elements of the Price Agreement

- \$1 Million Liability Protection
- Full loss / damage waiver protection
- Roadside assistance

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Direct billing options

One-Way rentals up to 500 miles at no additional cost

Short term and long term options

Full Selection of vehicles, including hybrids

Travelers can choose either Contractor (the three brands (Hertz, Enterprise, and National) who best meets their needs

Price Agreements valid for three years with options to extend an additional 7 years for a total of 10 years

All WSCA Terms and Conditions apply

Further information is located at the Oregon website (<http://www.oregon.gov/DAS/SSD/SPO/travel-menu.shtml>) contains links to:

Price Agreement

Contractor's Points of Contact

Section 9

Delivery or Completion of Services

Unless otherwise specified in this Master Agreement, delivery of equipment is REQUESTED WITHIN SEVEN (7) CALENDAR DAYS from the receipt of the approved Master Agreement and / or the Delivery Order.

When the Equipment is not delivered as provided in this Master Agreement, the Office of Procurement Services reserves the right to:

purchase the item or good on the open market, with any cost in excess of the contract price paid by the Vendor. Failure of the Vendor to meet contract delivery dates may also be cause for cancellation, removal from eligibility for future contracts, or both, or

The Vendor agrees that when delivery and / or performance are not made within the contracted due date that one percent (1%) per calendar day will be deducted from the Vendor's invoice for each calendar day the Vendor fails to meet the contracted delivery and performance date.

The Commonwealth reserves the right to determine which of the above options is in its best interests.

Section 10

Equipment / Condition

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Unless otherwise indicated in this Master Agreement, it is understood and agreed that any item offered or shipped on this Master Agreement shall be new and be in good working condition. Any unit failing to meet the foregoing requirements shall be returned to the Vendor, at their expense, and replaced with a new unit.

Section 11

Inspection

All equipment, supplies, and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event equipment, supplies, or services are defective in material or workmanship or otherwise not in conformity with specified specifications or requirements the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 12

Equipment Acceptance

Acceptance of the supplies, equipment, or item at the point and time of delivery and / acceptance, shall not be interpreted as an indication by the State that the equipment or item received is acceptable. Final acceptance and authorization for payment shall only be given after a thorough inspection has determined that the supplies, equipment, or item is in accordance with the Specifications.

The Vendor is advised that in the event that the delivered supplies, equipment, or item differs in any respect from the Specifications, then, and in that event, payment to the Vendor will be withheld until such time as the Vendor takes necessary corrective action. The Office of Procurement Services (OPS) may at its discretion refuse to accept delivery of the supplies, equipment, or item in which case the supplies, equipment, or item shall remain the property of the Vendor and the State shall not be liable for payment of any nature. Should a representative of the State agree to accept any equipment with items of the equipment or parts missing on the condition that said missing items will be furnished by the Vendor, then, and in that event, the Vendor is to understand that payment(s) for the service or equipment will be withheld until the missing items are delivered and / or installed.

Section 13

Payment

Payment shall be made after delivery and acceptance of the services, supplies, or equipment. **Partial payments are authorized when multiple trips or items are ordered at one time or under other circumstances when deemed necessary.** This is due to possible different number of delivery days.

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Under Kentucky Revised Statute (KRS) 45.454 - Penalty for Late Payment, it states - ‘An interest penalty of one percent (1%) of any amount approved and unpaid shall be added to the amount approved for each month or fraction thereof after the thirty (30) working days which followed receipt of the goods or services or Vendor’s invoice by a purchasing agency.’ **Payment will be made upon delivery and acceptance of the product.** This time may be different than when an invoice is received. For example, a delivery is ordered on February 1st with delivery scheduled for May 1st. An invoice is mailed and received on Feb 15th stating the 30 days for payment. The delivery is received and accepted at the Agency location on May 1st. Agency payment target date is June 15th (30 working days after receipt of equipment) and not April 2nd (30 working days after the invoice was received.) Should the agency not pay for the delivery until June 30th, the Agency would be liable for the 1% late payment penalty fee. The key date in this issue is the latter of the receipt date of the invoice or the receipt and acceptance date of the equipment. The 30 working day payment window starts on the latter of these two dates.

Example 1 - The equipment is received on May 1st the invoice is received on May 15th, the due date for payment will be 30 working days from the date that the invoice was received.

Example 2 - The invoice is received on May 1st, part of the order is received on May 15th, the remainder of the order is not received until May 30th, and the due date for payment of the invoice is 30 working days from May 30th.

Example 3 - If any piece of equipment is not correct or if the invoice is not correct, the 30 working days should not start until everything is correct and acceptable.

Section 14

Tax Exempt Status

The Vendors should not include Federal Excise Tax, Kentucky Sales, or Use Tax in pricing or invoicing once an order has been received and invoiced.

Section 15

Post Master Agreement Agreements

This Master Agreement shall constitute the entire agreement between the State and the awarded Vendor(s). Unless contractually provided, State agencies utilizing this Master Agreement will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a Master

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Agreement. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 16

Equipment / New Technology

All products or equipment must be new and / or a current model. The Commonwealth recognizes the rapid advancement of technology. If the Vendor can provide new equipment of advanced technology after the award of the Contract, the Commonwealth and the Vendor may choose by mutual agreement to install such equipment.

Section 17

Addition or Deletion of Items or Services to the Master Agreement Catalog

The Office of Procurement Services (OPS) reserves the right to add new and similar items, with the consent of the Vendor, to this Master Agreement. The Office of Procurement Services (OPS) will issue a Master Agreement Modification to effect this change.

Section 18

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the Percentage Discounts (Prices) established by this Master Agreement shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase will not be allowed during the first twelve (12) months of the Master Agreement. **Only ONE (1) Price increase will be allowed during the Master Agreement period.** The Price increase must be based on industry wide price changes. The Vendor must request in writing a Price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the Price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the Price increase is denied, the Vendor may withdraw from the Master Agreement without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Master Agreement prices, until a new Master Agreement can be established (usually within ninety (90) days).

B: Price Decreases: This Master Agreement price shall be reduced to reflect any industry wide price decreases. The Vendor is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

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C: Extended Contract Periods: If the Master Agreement provides for an optional renewal period, a price adjustment may be granted at the time the Master Agreement is renewed, subject to price increase justification as required in Paragraph A 'Price Increases' as stated above.

Section 19

Quantity Basis of Contract - Estimated Quantities

Any and all quantities mentioned are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the Master Agreement. Requirements may exceed the quantities shown and the Vendor shall be required to furnish all requirements shown on Delivery Orders or Purchase Orders dated during the life of the contract.

Section 20

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the Agency. The Commonwealth of Kentucky reserves the right to contract for large requirements on the open market.

Section 21

Minimum Order Option

Subject to any specific limitations elsewhere in this Master Agreement, when a State agency requires supplies or services covered by any Master Agreement in a total amount of less than \$1,000, the agency shall not be obligated to place such order under the Master Agreement and retains the option to purchase by other means.

Section 22

Funding-Out Provision

Other provisions of this follow-on Master Agreement notwithstanding, the Vendor agrees, if funds are not appropriated to the Agency or are not otherwise available for the purpose of making payments hereunder, then the Agency shall be authorized, upon sixty (60) calendar days written notice to the Vendor, to terminate this agreement without obligation for the payment of any cancellation or termination charges which may be fixed by the agreement without any other obligation or liability hereunder.

Section 23

Cancellation Clause - 30 Days Notice

The Commonwealth may cancel this Master Agreement by giving written notice thirty (30) calendar days prior to effective cancellation date.

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Section 24

Termination of Contracts

The Commonwealth reserves the right to terminate this Master Agreement / Contract for convenience when requirements under the Master Agreement / Contract no longer exist. A written notice will be given to the Vendor at least thirty (30) calendar days prior to such proposed termination date.

Section 25

Service Performance

All services performed under this Master Agreement contract shall be in accordance with the terms and provisions of this Master Agreement. It will be the Agency's responsibility to ensure that such services rendered are performed and are acceptable.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services (OPS). Problems, which rise under any aspect of performance, should first be resolved between the Vendor and the Agency. Either party should refer, in writing, any such problems and / or disagreements that cannot be resolved to the Office of Procurement Services (OPS) for settlement.

Section 26

Access to Records

The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Section 27

Recycle Requirements

The Vendor is required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <http://www.lrc.state.ky.us/kar/200/005/330.htm>.

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Section 28

Advertising

Each unit shall be entirely free of any and all advertising attachments of the Vendor such as decals, clips, or any other devices bearing Vendor's name or logo.

Manufacturer provided safety, operating instruction, instructional, maintenance, or informational labels are allowed on the equipment.

Section 29

Agreement between Parties

The Vendor agrees that this Master Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this RFB. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services (OPS).

Purchase or Sales Agreements, supplied by the Vendor making an offer, in reply to the Solicitation, will not be accepted. The only terms and conditions acceptable to the Commonwealth of Kentucky are as outlined in the Solicitation. Bids not conforming will be considered non-responsive.

Section 30

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the Vendor to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 31

Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Master Agreements or Contracts Direct With Manufacturer: In the event a Manufacturer bids direct and is awarded a Master Agreements or Contract, the Office of Procurement Services shall request the Vendor to furnish evidence of registration with the U.S.

Internal Revenue Service. This registration shall be in accordance with the 'Temporary Rules, 1958 Excise Tax Act'. After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by

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the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Master Agreements or Contracts With Other Than Manufacturer: If the Vendor is other than the Manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this Master Agreements or Contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 32

ALL PROVISIONS OF WESTERN STATES CONTRACTING ALLIANCE (WSCA) PRICE AGREEMENT # 9950 RESULTING FROM THE STATE OF OREGON REQUEST FOR PROPOSAL (RFP) 102-1524-09 SHALL BE PART OF THIS MASTER AGREEMENT CONTRACT.